

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

UNITED STATES OF AMERICA,

Plaintiff,

v.

ANTHONY OMOLEWA,

Defendant.

Criminal Action No. 06- 60

REDACTED

INDICTMENT

The Grand Jury for the District of Delaware charges:

Introduction



1. On or about April 16, 2001, Provident Mutual hired Anthony Omolewa, defendant herein, as a part time temporary employee in Newark, Delaware. Sometime in the Fall of 2002, Provident Mutual merged with Nationwide Insurance to become Nationwide Provident. Following the merger, the defendant's position and job location remained the same. However, his employment was now administered by Checks & Balances Employment Agency in Manassas, Virginia (hereinafter "Checks & Balances"). Therefore, Checks & Balances paid the defendant based on time sheets the defendant submitted. After receiving the defendant's time sheet, Checks & Balances paid the defendant based on his pay rate and hours claimed on the time sheet. Checks & Balances then added a surcharge for administrative costs and billed Nationwide Provident.

2. On or about January 30, 2003, Nationwide Provident eliminated the defendant's position in Newark, Delaware, and the defendant's employment with Nationwide Provident,

administered through Checks & Balances, ended.

Scheme and Artifice to Defraud

3. Anthony Omolewa, defendant herein, did devise and intend to devise a scheme and artifice to defraud Checks & Balances and Nationwide Provident by means of false and fraudulent pretenses and representations.

4. As part of this scheme and artifice to defraud, between on or about February 8, 2003, and on or about January 27, 2005, Anthony Omolewa, defendant herein, submitted over 50 fraudulent time sheets to Checks & Balances claiming that he had worked at Nationwide Provident when he had not worked at Nationwide Provident. The defendant submitted each time sheet via facsimile from Delaware to Checks & Balances in Manassas, Virginia.

5. After receiving each fraudulent time sheet, Checks & Balances paid the defendant for the time he submitted by mailing a paycheck to the defendant at his home address in Delaware. Checks & Balances then added a surcharge for administrative costs and submitted invoices to Nationwide Provident for reimbursement.

COUNTS ONE THROUGH THREE

Charging Paragraphs

6. On or about the dates set forth below, in the District of Delaware, having devised and intending to devise the scheme and artifice to defraud Checks & Balances and Nationwide Provident, as described in paragraphs one through five above, incorporated herein by reference, and for obtaining money by means of false and fraudulent pretenses and representations, for the purpose of executing such scheme and artifice to defraud, Anthony Omolewa, defendant herein, did knowingly cause to be delivered by mail from Checks & Balances in Manassas, Virginia to

Indictment:

<u>Count</u>	<u>Description of Mailing</u>	<u>Date of Mailing</u>
One	Check # 15128 for \$489.45	on or about February 13, 2003
Two	Check # 18729 for \$1,109.16	on or about May 22, 2003
Three	Check # 40014 for \$1,124.82	on or about January 27, 2005

Each in violation of Title 18, United States Code, Section 1341.

COUNTS FOUR THROUGH SIX

7. On or about the dates set forth below, in the District of Delaware, having devised and intending to devise the scheme and artifice to defraud Checks & Balances and Nationwide Provident, as described in paragraphs one through five above, incorporated herein by reference, and for obtaining money by means of false and fraudulent pretenses and representations, and for the purpose of executing such scheme and artifice to defraud, Anthony Omolewa, defendant herein, did knowingly transmit signals by wire in interstate commerce between Wilmington, Delaware and Manassas, Virginia, by sending the following time sheets via facsimile corresponding to the following counts of the Indictment:

<u>Count</u>	<u>Description of Facsimile</u>	<u>Date of Facsimile</u>
Four	time sheet claiming 32 hours pay	on or about February 8, 2003
Five	time sheet claiming 80 hours pay	on or about May 17, 2003
Six	time sheet claiming 80 hours pay	on or about January 22, 2005

BMS
NCM
Five
Three
Six
Three
BMS
NCM